

The following is the Table of Contents for the Internet Bid Package documents.

56a0199a.doc	Invitation For Bid Package (Includes Attachments 1, 2, 4 and 6), 19 pages
56a0199b.doc	Small Business Subcontracting Preference Form for Non-Small Businesses (Attachment 3), 1 page
56a0199c.doc	Payee Data Record (Attachment 5), 2 pages
56a0199d.doc	Sample Agreement (Attachment 7), 35 pages
56a0199e.xls	Work Authorization and Completion Form (Attachment 3 of Sample Agreement), 1 page
56a0199f.xls	SONET Equipment List (Attachment 4 of Sample Agreement), 3 pages

If this Bid Package is downloaded via the Internet, you will need to submit your signed bid documents in a sealed envelope with the following information on the envelope as provided in the sample below:

**YOUR RETURN
ADDRESS**

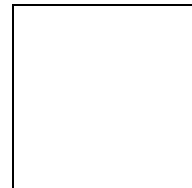
Agreement No. 56A0199

Bid Due Date: 10/26/06

Bid Due Time: 2:15 P.M.

Bid Opening Time: 2:30 P.M.

Attn: Patricia Gamoning



Department of Transportation, MS-65
Division of Procurement and Contracts
1727 30th Street
Sacramento, CA 95816-7006

DEPARTMENT OF TRANSPORTATION**ADMINISTRATION**

DIVISION OF PROCUREMENT AND CONTRACTS MS-65

1727 30TH STREET

SACRAMENTO, CA 95816-7006

PHONE (916) 227-6000

FAX (916) 227-6155

TTY (800) 735-0193 or (916) 227-2857

INTERNET <http://caltrans-opac.ca.gov>*Flex your power!
Be energy efficient!*

September 22, 2006

**INVITATION FOR BID (IFB)
IFB # 56A0199
Notice to Prospective Contractors**

You are invited to review and respond to this Invitation for Bid (IFB), entitled 56A0199, Maintenance and Repair of both Traffic Operations Network and Telecommunications Infrastructure (TOSNET); and of Synchronous Optical Network (SONET). In submitting your bid, you must comply with the instructions found herein.

Note that all contracts entered into with the State of California, Department of Transportation (State) will include, by reference, General Terms and Conditions and Contractor Certification Clauses that may be viewed and downloaded at Internet site <http://www.ols.dgs.ca.gov/Standard+Language>. If you do not have Internet access, a hard copy can be provided by contacting the Bid Unit: Phone Number (916) 227-6075, Fax Number (916) 227-1950.

This contract requires Prevailing Wages. Refer to Attachment 7, Proposed form of Agreement for requirement details.

In the opinion of the State, this IFB is complete and without need of explanation. However, if you have questions*, or should you need any clarifying information, the designated contact person for this IFB is:

Patricia Gamoning
Department of Transportation
Phone Number (916) 227-6071
Fax Number (916) 227-6126

Please note that no *verbal* information given will be binding upon the State unless such information is issued in writing as an official addendum.

Patricia Gamoning
Contract Analyst

*Technical questions regarding this solicitation will be addressed at a optional pre-bid conference to be held on October 13, 2006 in the Caltrans Headquarters Basement Auditorium, 1120 N Street, Sacramento California 95814. A phone bridge will also be available. See Section B for more details.

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A) Purpose and Description of Services

Refer to the Proposed Form of Agreement, which is attached to this IFB as **Attachment 7 (Exhibit A)**.

B) Bid Requirements and Information

1. Time Schedule

It is recognized that time is of the essence. All bidders are hereby advised of the following schedule and will be expected to adhere to the required dates and times.

EVENT	DATE	TIME
		(Pacific Daylight Time)
IFB available to prospective bidders	09/22/06	
Pre-bid Conference and/or Site Inspection	10/13/06	
Written Question Submittal	10/13/06	
Final Date and Time for Bid Submission	10/26/06	2:15 PM
Bid Opening	10/26/06	2:30 PM
Proposed Award Date (estimate)	01/01/07	

2. Optional Pre-Bid Conference

- a) An optional pre-bid conference is scheduled at 10:30 a.m., October 13, 2006 at the Caltrans Headquarters Basement Auditorium, 1120 N Street, Sacramento California 95814 for the purpose of discussing concerns regarding this IFB. A phone bridge will also be available. The phone number is (877) 780-7649. When prompted enter the code number 518726.

3. Questions and Answers

- a) Questions regarding this IFB must be submitted in writing. Bidders are encouraged to submit their written questions by October 13, 2006.
- b) Written questions must include the individual's name, firm name, complete address and must reference IFB No. 56A0199. Questions must be sent to the following address:

MAILED OR FAXED TO:
Fax No.: (916) 227-6155

Department of Transportation, MS-65
Division of Procurement and Contracts
Attention: Patricia Gamoning
1727 30th Street
Sacramento, CA 95816

- c) Written responses to all questions will be collectively compiled and mailed, as an Addendum, to each individual or firm who downloaded this IFB from the Internet or who requested this IFB by calling the recorded bid line: (916) 227-6090. Hard copy responses are disseminated by mail and an electronic version is uploaded to the Department of Transportation's website. Refer Section B (1), **Time Schedule**, for this IFB's schedule of events and dates/times. It is the responsibility of the Bidder to inquire about an expected Addendum if the Addendum is not received. Bidder can contact the Contract Analyst named above or check the Department of Transportation's website:

<http://www.caltrans-opac.ca.gov/contract.htm>

4. Inclusive Costs

Bid prices/rates shall include the cost of employer payments to or on behalf of employees, subsistence, travel, compensation insurance premiums, unemployment contributions, social security taxes, contract bond premiums, and any other taxes or assessments, **including but not limited to, sales and use taxes** required by law or otherwise and no additional allowance will be made thereof unless separate payment provisions in the Agreement should specifically so provide.

5. Small Business Preference: <http://www.pd.dgs.ca.gov/smbus>

Small business preference will be granted on this IFB. Only firms certified as a "Small Business" or "Microbusiness" with the Department of General Services, Office of Small Business Certification and Resources (formerly OSMB) or Contractors who commit to subcontracting a minimum of 25% of their net bid price to Small Businesses Microbusinesses, in the categories most appropriate to accomplish the prescribed services, will be granted this preference.

6. State Prevailing Wages

State General Prevailing Wage Rates will apply for the County(ies) Los Angeles and Ventura. Copies of the predetermined general prevailing wage rates set by the Director of Industrial Relations may be obtained by contacting the appropriate Labor Compliance Officer Frank Martinez, 100 South Main Street, Los Angeles, California, phone number (213) 897-0600. Copies may also be obtained via the Internet: <http://www.dir.ca.gov>.

7. Recycle Certification

Your signature affixed hereon and dated on the attached Bid/Bidder Certification Sheet shall signify that you are aware of the recycle materials, goods, and supplies program requirements of California Public Contract Code Sections 12200, 12205, and 12161, and that the recycle content certification will be required for the successful contractor. The awarded bidder will be required to complete a Recycle Content Certification Form (ADM-2038) and provide the form with the signed agreement. An incomplete form or failure to provide a completed form will result in cancellation of the contract.

8. Insurance

The bidder who receives the Agreement award, must provide a certificate of Insurance providing proof of insurance to the DPAC within ten (10) working days from the date of notification of award. The State's Office of Risk and Insurance Management will review insurance certificates and/or proof of self-insurance documentation before execution of the Agreement. Refer to the Proposed Form of Agreement, **Attachment 7, Exhibit E** for the applicable specific Insurance requirements and coverage limits.

9. Bid Submittal

- a) **All bids must** be submitted in a **sealed envelope** and received by the Department of Transportation, Contract's Office by dates and times shown in Section B, Bid Requirements and Information, **Item 1) Time Schedule**. The sealed envelope must be clearly marked with the IFB number and title; must show your firm name and address, and must be marked with "BID SUBMITTAL - DO NOT OPEN", as shown in the following example:

IFB Number: 56A0199
IFB Name: Maintenance and Repair of TOSNET and SONET
Bid Due Date:
Firm Name:
Firm Address:

BID SUBMITTAL - DO NOT OPEN

- b) Bids not submitted in a clearly labeled sealed envelope shall be rejected. A complete bid package (originals only) must be submitted. **Late bids will not be considered.**
- c) All bids shall include the documents identified in this IFB's **Attachment 6, Required Attachment Check List**. Bids not including the proper "required attachments" shall be deemed non-responsive. A non-responsive bid is one that does not meet the basic bid requirements.
- d) Only an individual who is legally authorized to bind the proposing firm contractually shall sign all documents requiring a signature, and each document must bear an original ink signature.
- e) Mail or deliver bids to the following address:
U.S. Postal Service Deliveries (UPS, Express Mail, Federal Express) or *Hand Deliveries

Department of Transportation, MS 65
Division of Procurement and Contracts
1727 – 30th Street
Sacramento, CA 95816

* If your bid is hand delivered, you must date and time stamp the sealed envelope/package immediately upon arrival. The date/time stamp machine is located in the lobby of the first floor to the right of the security guard station at the

address noted above. After date/time stamping, bids should be placed in the locked bid cabinet located below the time stamp. If the bid package is too large to be electronically stamped, date/time stamp one of the labels provided and attach it to the proposal package. When the bid package is too large for the locked bid cabinet, ask the security guard to call the Contracts' reception desk at 227-6000 to have your bid package picked up by Contracts' staff.

- f) Bid opening will be held at the above address at **2:30 PM** on the date stated in Section B - Bid Requirements and Information, 1 - Time Schedule.
- g) Bids must include the performance of all the services described herein. Any attempt to modify the bid document to deviate from the work specifications will not be considered and will cause a bid to be rejected.
- h) A bid may be rejected if it is conditional, incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may reject any bid on the basis that it is not responsive or from a non-responsible bidder, and may waive any immaterial deviation in a bid. The State's waiver of an immaterial defect shall in no way modify the IFB document or excuse the bidder from full compliance with all requirements if awarded the agreement.
- i) Costs for developing bids and in anticipation of award of the contract are entirely the responsibility of the bidder and shall not be charged to the State.
- j) Only an individual who is authorized to bind the bidding firm contractually shall sign the attached Bid/Bidder Certification Sheet, **Attachment 4**. The signature must also indicate the title or position that the individual holds in the firm. **An unsigned bid shall be rejected.**
- k) A bidder may modify a bid after its submission by first withdrawing the original bid and then by resubmitting a new bid prior to the bid submittal deadline. Bidder modifications offered in any other manner, oral or written, will not be considered.
- l) A bidder may withdraw a bid by, prior to bid opening, submitting a written withdrawal request to the State, signed by the bidder or an agent authorized in accordance with section j above. A bidder may thereafter submit a new bid prior to the bid submittal deadline. Bids may not be withdrawn without cause subsequent to bid submittal deadline.
- m) The State may modify the IFB prior to the date fixed for submission of bids by the issuance of an addendum sent to all parties who received a bid package.
- n) The State reserves the right to reject all bids for reasonable cause.
- o) Bidders are cautioned to not rely on the State during its evaluation process to discover and report to the bidder any defects and errors in the submitted documents. Before submitting their documents, bidders should carefully proof them for errors and full adherence to the IFB requirements.
- p) Where applicable, bidder should carefully examine work sites and specifications. Bidder shall investigate conditions, character, and quality of surface or subsurface materials or obstacles that might be encountered. No additions or increases to the

contract amount will be made due to a lack of careful examination of work sites and specifications.

- q) The State does not accept alternate contract language from a bidder. A bid with such language will be considered a counter proposal and will be rejected. **The State's General Terms and Conditions (GTC) are not negotiable.** The **GTC 306** may be viewed at Internet site <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>.

10. Evaluation and Selection

- a) At the time of bid opening, each bid will be checked for the presence or absence of required information in conformance with the submission requirements of this IFB.
- b) The State will evaluate each bid to determine its responsiveness to the State's needs.
- c) Bids that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the bidder, shall be rejected.
- d) The award of the contract shall be awarded to the lowest responsible bidder meeting the specifications. A bid is responsive if it complies with all of the requirements in this solicitation. In the event of a tie bid, the State will draw lots to determine the successful contractor. Only one proposal or bid may be submitted by an entity: individual, firm, partnership, corporation, joint venture or combination thereof. Receipt of more than one bid from an entity will result in all bids from that entity being rejected and returned to the bidder.

11. Award and Protest

- a) Whenever a contract is awarded under a procedure that provides for competitive bidding, but the contract is not to be awarded to the low Bidder, the low Bidder shall be notified by telegram, electronic facsimile transmission, overnight courier, or personal delivery five (5) working days prior to the award of the contract.
- b) Upon written request by any bidder, notice of the proposed award shall be posted in a public place in the office of the awarding agency at least five (5) working days prior to awarding the contract.
- c) Grounds for Filing a Protest: After the issuance of the applicable contract award notices as specified in this IFB, the right to protest the proposed award of a contract is afforded any bidder who claims he/she should have been awarded the agreement because he/she was the lowest responsible bidder meeting the specifications. The protest must be submitted to the Department of Transportation prior to the award of contract. In such case, the contract shall not be awarded until either the protest has been withdrawn or the Department of General Services has decided the matter.
- d) Filing an Initial Protest: Within five (5) days after filing the initial protest, the protesting bidder shall file with the Department of General Services and the

Department of Transportation a full and complete written statement specifying the grounds for the protest. The written protest must be sent to the addresses below:

Department of Transportation Division of Procurement & Contracts, MS 65 Attention: Protest and Dispute's Analyst 1727 30 th Street Sacramento, CA 95816 Phone Number: (916) 227-6046 or 227-6335 Fax Number: (916) 227-6155	Department of General Services Office of Legal Services Attention: Protest Coordinator 707 Third Street, 7 th Floor West Sacramento, CA 95605 Phone Number: (916) 376-5080 Fax Number: (916) 376-5088
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It is suggested that you submit any protest by certified or registered mail.

- e) Upon award of the contract, contractor must complete and submit to the Department of Transportation the Payee Data Record (STD 204), to determine if the contractor is subject to state income tax withholding pursuant to California Revenue and Taxation Code §18662 and §26131. This form can be found on the Internet at www.osp.dgs.ca.gov under the heading STANDARD FORMS. No payment shall be made unless a completed STD 204 has been returned to the Department of Transportation.
- f) Prior to the award of the contract, the awarded bidder(s) must sign and submit to the Department of Transportation, page one (1) of the Contractor Certification Clauses (CCC), **Attachment 2**, or this form can be obtained via the Internet at <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>. Bidder may also, as an option, submit with bid package.

12. Standard Conditions of Service

- a.) After award of the contract and execution of the contract, should the contractor fail to commence work within five (5) working days after notification of the starting date, or suspend work for a period of five (5) continuous working days after work has begun, the State may provide five (5) calendar days written notice, posted at the job site or mailed to the contractor, to timely prosecute and complete the work or the contract may be terminated and liquidated damages of \$500.00 assessed for administrative costs for re-bidding the work or awarding the work to another contractor. In addition, that contractor shall be liable to the State for the difference between the contractor's bid price and the actual cost of performing the work by the second low bidder or by another contractor.
- b.) All performance under the contract shall be completed on or before the termination date of the contract.
- c.) The bidder declares that the only persons or parties interested in this bid proposal as principals are those named herein; that this bid proposal is made without collusion with any other person, firm or corporation; and the bidder has carefully examined the Invitation for Bid (IFB), the Proposed Form of Agreement, and the special provisions herein referred to, and proposes and agrees, if this proposal is accepted, that the bidder will contract with the State to provide all necessary labor, materials, tools or equipment in the time and manner specified.

- d.) If the bidder is awarded the contract and refuses to sign the contract presented for signature within the time and manner required, the bidder will be liable to the Department of Transportation for actual damages resulting to the Department therefrom of 10% of the amount bid, whichever is less.
- e.) No oral understanding or agreement shall be binding on either party.

C) Special Programs

The following Special Programs are applicable to this IFB.

1. Small Business or Microbusiness Preference

If prospective Contractor is claiming the 5% certified Small Business or microbusiness preference, complete Section 16, Attachment 4 (Bid/Bidder Certification Sheet) and attach a copy of your certification (See Attachment 4).

If prospective Contractor is committing to subcontract 25% or more of their net bid price to one or more Certified Small Businesses or microbusiness, complete Attachment 3, Small Business Subcontractor Preference Form For Non-Small Business Bidders.

Additional References: <http://www.pd.dgs.ca.gov/smbus/default.htm>

Section 14835, et seq. of the California Government Code requires that a five-percent preference be given to contractors who qualify as a certified small business or microbusiness. The rules and regulations of this law, including the definition of a small business for the delivery of services, are contained in Title 2, California Code of Regulations, Section 1896, et seq. To claim the small business or microbusiness preference, your firm must have its principal place of business located in California and be certified by the Department of General Services, Office of Small Business Certification and Resources. The preference amount may not exceed \$50,000 for any bid.

Pursuant to Government Code Section 14838 and Title 2 of the California Code of Regulations, Section 1896, in order to facilitate the participation of small businesses, including microbusinesses, the preference to such businesses shall be 5% of the lowest responsible bid. If a bidder is not a certified small business, but wishes to be eligible for the 5% "non-small business" bidders preference, the bidder must subcontract at least 25% of its net bid price to one or more certified small businesses. The proposer must provide a list with its bid identifying such certified small businesses or microbusinesses (ADM 3019, Attachment 3). Preferences may not be awarded to a noncompliant bidder and may not be used to achieve any applicable minimum requirements.

Small business and microbusiness bidders shall have precedence over non-small business bidders in the application of any bidder preference for which non-small business bidders may be eligible.

Questions regarding the certification approval process or Small Business program should be directed to that office at (800) 559-5529 or (916) 375-4940. For the 24-

Hour Recording & Mail Request call (916) 322-5060.STATE OF CALIFORNIA · DEPARTMENT
OF TRANSPORTATION

BID PROPOSAL

DISTRICT 7

ATTACHMENT 1

ADM-1412 (REV. 06/06) PAGE _1_ OF _1__

CONTRACTOR'S NAME (Please Print):				CONTRACT NO. 56A0199	
ITEM NO.	ESTIMATED QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE PER HOUR (In Figures)	TOTAL (In Figures)
			District 7 120 South Spring Street		
1	250	Hours	Alcatel Field Services Engineer for SONET Prevailing wage rate shall apply, and cover the Counties of Los Angeles and Ventura This rate shall cover labor, all test equipment, office space, vehicle and equipment for the Contractors' staff.	\$ _____	\$ _____
2	12,320	Hours	Telecommunications Technician for TOSNET Prevailing wage rate shall apply and cover the Counties of Los Angeles and Ventura. This rate shall cover labor, all test equipment, office space, vehicle and equipment for the Contractors' staff.	\$ _____	\$ _____
3			Material* TOSNET (\$100,000) SONET (\$50,000)		\$150,000.00***
4			Travel**		\$ 10,000.00***
(1) THE ABOVE QUANTITIES ARE ESTIMATES ONLY AND ARE GIVEN AS A BASIS FOR COMPARISON OF BIDS. NO GUARANTEE IS MADE OR IMPLIED AS TO THE EXACT QUANTITY THAT WILL BE NEEDED.				TOTAL THIS PROPOSAL	\$ _____
(2) IN CASE OF DISCREPANCY BETWEEN THE UNIT PRICE AND THE TOTAL SET FORTH FOR A UNIT BASIS ITEM, THE UNIT PRICE SHALL PREVAIL.					
*THE CONTRACTOR WILL BE REIMBURSED FOR THE ACTUAL COST OF MATERIALS/SUPPLIES PURCHASED TO BE CONSUMED OR INSTALLED AT THE WORK SITE IN PERFORMANCE OF THE AGREEMENT (INCLUDING APPLICABLE SALES TAX), WITHOUT ADDITIONAL ALLOWANCE FOR MARKUP.					
** TRAVEL CHARGES SHALL FOLLOW THE STATE'S CURRENT TRAVEL PER DIEM RULES AND POLICIES. THE STATE WILL REIMBURSE THE CONTRACTOR FOR ACTUAL TRAVEL COSTS EXCEPT FOR MILEAGE, NOT TO					

EXCEED THE STATE TRAVEL REIMBURSEMENT RATES, FOR STATE-DIRECTED TRAVEL.
RECEIPTS WILL BE REQUIRED FOR REIMBURSEMENT OF THESE EXPENSES.

***THESE DOLLAR AMOUNT ARE ESTIMATES ONLY. NO GUARANTEE IS MADE
OR IMPLIED AS TO THE EXACT DOLLAR THAT WILL BE EXPENDED.

CONTRACTOR CERTIFICATION CLAUSES**CCC-1005****CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

I. CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE**: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)
2. **DRUG-FREE WORKPLACE REQUIREMENTS**: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made

false certification, or violated the certification by failing to carry out the requirements as noted above.
(Gov. Code §8350 et seq.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. **CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:**
Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. **EXPATRIATE CORPORATIONS:** Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. **SWEATFREE CODE OF CONDUCT:**

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:** For contracts executed or amended after July 1, 2004, the contractor may elect to offer domestic partner benefits to the contractor's employees in accordance with Public Contract Code section 10295.3. However, the contractor cannot require an employee to cover the costs of providing any benefits which have otherwise been provided to all employees regardless of marital or domestic partner status.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST**: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. **LABOR CODE/WORKERS' COMPENSATION**: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. **AMERICANS WITH DISABILITIES ACT**: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. **CONTRACTOR NAME CHANGE**: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
 - b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
 - c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
6. **RESOLUTION**: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
7. **AIR OR WATER POLLUTION VIOLATION**: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
8. **PAYEE DATA RECORD FORM STD. 204**: This form must be completed by all contractors that are not another state agency or other governmental entity.

BID/BIDDER CERTIFICATION SHEET

This Bid/Bidder Certification Sheet must be signed and returned along with all "required attachments" as an entire package with original signatures. The bid must be transmitted in a sealed envelope in accordance with IFB instructions. Only an individual who is authorized to bind the bidding firm contractually shall sign the Bid/Bidder Certification Sheet. The signature must indicate the title or position that the individual holds in the firm.

- A. Our all-inclusive bid is submitted in a sealed envelope marked **"Bid Submittal - Do Not Open"**.
- B. All required attachments are included with this certification sheet.
- C. The signature affixed hereon and dated certifies compliance with all the requirements of this bid document. The signature below authorizes the verification of this certification.
- D. The signature and date affixed hereon certifies that this bid is a firm offer for a 90-day period.

An Unsigned Bid/Bidder Certification Sheet Shall Be Rejected

1. Company Name	2. Telephone Number ()	2a. Fax Number ()
3. Address		
Indicate your organization type:		
4. <input type="checkbox"/> Sole Proprietorship	5. <input type="checkbox"/> Partnership	6. <input type="checkbox"/> Corporation
Indicate the applicable employee and/or corporation number:		
7. Federal Employee ID No. (FEIN)		8. California Corporation No.
Indicate applicable license and/or certification information:		
9. Contractor's State Licensing Board Number	10. PUC License Number CAL-T-	11. Required
12. Proposer's Name (Print)		13. Title
14. Signature		15. Date
16. Are you certified with the Department of General Services, Office of Small Business Certification and Resources (OSBCR) as:		
a. Small Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter certification number: _____		
b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter your service code below: _____		
NOTE: A copy of your Certification is required to be included if either of the above items is checked "Yes" . Date application was submitted to OSBCR, if an application is pending:		

Completion Instructions for Bid/Bidder Certification Sheet

Complete the numbered items on the Bid/Bidder Certification Sheet by following the instructions below.

Item Numbers	Instructions
1, 2, 2a, 3	Must be completed. These items are self-explanatory.
4	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
5	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
6	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
7	Enter your federal employee tax identification number.
8	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
9	Complete if your firm holds a California contractor's license. This information will be used to verify possession of a contractor's license for public works agreements.
10	Complete if your firm holds a PUC license. This information will be used to verify possession of a PUC license for public works agreements.
11	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.
12, 13, 14, 15	Must be completed. These items are self-explanatory.
16	If certified as a Small Business Enterprise, place a check in the "yes" box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to OSBCR.

ATTACHMENT CHECK LIST

A complete bid or bid package will consist of the items identified below.

Complete this checklist to confirm the items in your bid package. Place a check mark or "X" next to each item that you are submitting to the State. All attachments identified below (unless noted otherwise) are required and must be returned as instructed or your bid may be considered non-responsive. **Return this checklist with your bid package.**

Attachments**Attachment Name/Description**

_____ Attachment 1	Bid Proposal (ADM-1412)
_____ Attachment 2	Contractor Certification Clauses (CCC 1005). The CCC 1005 can also be found on the Internet at http://www.dgs.ca.gov/contracts . Page one (1) must be signed and submitted prior to the award of the contract.
_____ Attachment 3	Small Business Preference Form For Non-Small Business Bidders, ADM-3019
_____ Attachment 4	Bid/Bidder Certification Sheet
_____ Attachment 5	Payee Data Record
_____ Attachment 6	Required Attachment Check List

Note to Contractors:

The following pages represent a sample of the Proposed Form of Agreement that is intended to be awarded from this IFB. Please review it carefully and present any questions in writing (as instructed in this solicitation) to the contact person identified for this IFB.

SMALL BUSINESS SUBCONTRACTING PREFERENCE FORM FOR NON-SMALL BUSINESS BIDDERS

ADM 3019 (STATE FUNDED CONTRACTS) (Rev.6/05) Page 1 of 1

BIDDER/PROPOSER BUSINESS NAME	BIDDER/PROPOSER BUSINESS ADDRESS	
CONTACT PERSON	BUSINESS PHONE ()	
NAME OF PERSON SUBMITTING BID/PROPOSAL	SIGNATURE OF BIDDER/PROPOSER	DATE

IMPORTANT: 1) Identify all Certified Small Business firms being claimed for credit. 2) List names of all Certified Small Business subcontractors, regardless of their tier or respective items of work, 3) Attach a copy of the Certified Small Business subcontractor's quote to this form. The Certified Small Business' quote will serve as written confirmation that the Certified Small Business is participating in the contract. 4)Ownership information required for reporting requirements.

LIST CERTIFIED SMALL BUSINESS FIRM(s)	Phone Number (Area Code)	Item of Work, Service, or Materials Supplied	Certification Number/ DGS Reference Number	Business Type	Dollar Amount Claimed**	Percentage of \$ Value Claimed
A CERTIFIED SMALL BUSINESS PRIME Bidder/Proposer Participation						
B. Certified Small Business Subcontractor/Supplier Name and Address						
TOTAL PARTICIPATION CLAIMED					\$	%

Small Business must be certified by California Department of General Services by the bid opening or RFP/SOQ due date. Self-certification is NOT acceptable. **Important:** Names of First Tier Certified Small Business Subcontractors and their respective item(s) of work listed above shall be consistent with the names and items of work in the "List of Subcontractors" submitted with your bid/proposal. **For on-call contracts, the dollar amount represents estimated dollar value claimed.

FOR CALTRANS USE ONLY

TOTAL CERTIFIED SMALL BUSINESS PARTICIPATION _____ %		
CERTIFIED SMALL BUSINESS VERIFICATION COMPLETED BY:		
NAME:	SIGNATURE:	DATE:

ADA Notice

For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9)
STD. 204 (Rev. 6-2003)

1	INSTRUCTIONS: Complete all information on this form. Sign, date, and return to the State agency (department/office) address shown at the bottom of this page. Prompt return of this fully completed form will prevent delays when processing payments. Information provided in this form will be used by State agencies to prepare Information Returns (1099). See reverse side for more information and Privacy Statement. NOTE: Governmental entities, federal, State, and local (including school districts), are not required to submit this form.			
2	PAYEE'S LEGAL BUSINESS NAME (Type or Print) <hr/> <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> SOLE PROPRIETOR – ENTER NAME AS SHOWN ON SSN (Last, First, M.I.) <hr/> CITY, STATE, ZIP CODE <hr/> </div> <div style="width: 35%;"> E-MAIL ADDRESS <hr/> BUSINESS ADDRESS <hr/> CITY, STATE, ZIP CODE <hr/> </div> </div>			
3	PAYEE ENTITY TYPE CHECK ONE BOX ONLY		ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN): <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div style="width: 45%;"> <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> ESTATE OR TRUST </div> <div style="width: 50%;"> CORPORATION: <input type="checkbox"/> MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.) <input type="checkbox"/> LEGAL (e.g., attorney services) <input type="checkbox"/> EXEMPT (nonprofit) <input type="checkbox"/> ALL OTHERS </div> </div> <div style="margin-top: 10px;"> <input type="checkbox"/> INDIVIDUAL OR SOLE PROPRIETOR ENTER SOCIAL SECURITY NUMBER: </div> <p style="font-size: small; text-align: center;">(SSN required by authority of California Revenue and Tax Code Section 18646)</p>	NOTE: Payment will not be processed without an accompanying taxpayer I.D. number
4	PAYEE RESIDENCY STATUS <input type="checkbox"/> California resident - Qualified to do business in California or maintains a permanent place of business in California. <input type="checkbox"/> California nonresident (see reverse side) - Payments to nonresidents for services may be subject to State income tax withholding. <div style="margin-left: 150px;"> <input type="checkbox"/> No services performed in California. <input type="checkbox"/> Copy of Franchise Tax Board waiver of State withholding attached. </div>			
5	<p style="text-align: center;">I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the State agency below.</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 70%;"> AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print) <hr/> SIGNATURE <hr/> </div> <div style="width: 30%;"> TITLE <hr/> DATE <hr/> </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div style="width: 55%;"> TELEPHONE () - </div> </div>			
6	Please return completed form to: Department/Office: _____ Unit/Section: _____ Mailing Address: _____ City/State/Zip: _____ Telephone: () - Fax: () - E-mail Address: _____			

STATE OF CALIFORNIA-DEPARTMENT OF FINANCE

PAYEE DATA RECORD

STD. 204 (Rev. 6-2003) (PAGE 2)

1	<p><u>Requirement to Complete Payee Data Record, STD. 204</u></p> <p>A completed Payee Data Record, STD. 204, is required for payments to all non-governmental entities and will be kept on file at each State agency. Since each State agency with which you do business must have a separate STD. 204 on file, it is possible for a payee to receive this form from various State agencies.</p> <p>Payees who do not wish to complete the STD. 204 may elect to not do business with the State. If the payee does not complete the STD. 204 and the required payee data is not otherwise provided, payment may be reduced for federal backup withholding and nonresident State income tax withholding. Amounts reported on Information Returns (1099) are in accordance with the Internal Revenue Code and the California Revenue and Taxation Code.</p>
2	<p>Enter the payee's legal business name. Sole proprietorships must also include the owner's full name. An individual must list his/her full name. The mailing address should be the address at which the payee chooses to receive correspondence. Do not enter payment address or lock box information here.</p>
3	<p>Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation. The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State provide their Taxpayer Identification Number (TIN). The TIN is required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a).</p> <p>The TIN for individuals and sole proprietorships is the Social Security Number (SSN). Only partnerships, estates, trusts, and corporations will enter their Federal Employer Identification Number (FEIN).</p>
4	<p><u>Are you a California resident or nonresident?</u></p> <p>A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.</p> <p>A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident.</p> <p>For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.</p> <p>Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.</p> <p>For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:</p> <p>Withholding Services and Compliance Section: 1-888-792-4900 E-mail address: wscs.gen@ftb.ca.gov</p> <p>For hearing impaired with TDD, call: 1-800-822-6268 Website: www.ftb.ca.gov</p>
5	<p>Provide the name, title, signature, and telephone number of the individual completing this form. Provide the date the form was completed.</p>
6	<p>This section must be completed by the State agency requesting the STD. 204.</p>
	<p><u>Privacy Statement</u></p> <p>Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, State, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.</p> <p>It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes noncompliance penalties of up to \$20,000.</p> <p>You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the State agency(ies) with which you transact that business. All questions should be referred to the requesting State agency listed on the bottom front of this form.</p>

ATTACHMENT #7
Sample Standard Agreement

AGREEMENT NUMBER
56A0199
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

Department of Transportation

CONTRACTOR'S NAME

(To be determined)

2. The term of this 01/01/07 through 12/31/09
Agreement is:

3. The maximum amount **(To be determined)**
of this Agreement is:

4. The parties agree to comply with the terms and conditions of the following exhibits/attachments, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	19 Pages
Exhibit B – Budget Detail and Payment Provisions	8 Pages
Exhibit C* – General Terms and Conditions (Electronic File: GTC 306)	
Exhibit D - Special Terms and Conditions	4 Pages
Exhibit E – Additional Provisions	2 Pages
Attachment 1 - Bid Proposal (To be included at time of award)	1 Page
Attachment 2 – TOSNET Communication Line Inventory	1 Page
Attachment 3 – Work Authorization Form	1 Page
Attachment 4 – SONET Equipment List	3 Pages

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this Agreement as if attached hereto. *These documents can be viewed at* <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) (To be determined)		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
STATE OF CALIFORNIA		
AGENCY NAME Department of Transportation (Department)		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING John Bennyhoff, Contract Officer		
ADDRESS 1727 30th Street, Sacramento, Ca 95816		

☐ Exempt per:

SCOPE OF WORK

1. Contractor agrees to provide maintenance and repair of Traffic Operations Network and Telecommunications Infrastructure (TOSNET) and Synchronous Optical Network (SONET) to the Department of Transportation (Department), as described herein:

The services shall be performed in the Counties of Los Angeles and Ventura. The District main office building is located at 120 South Spring Street, Los Angeles, California.

This Agreement will commence on the start date January 1, 2007 as presented herein or upon approval by DGS, which ever is later and no work shall begin before that time. This Agreement is of no effect unless approved by DGS. The Contractor shall not receive payment for work performed prior to approval of the Agreement and before receipt of notice to proceed by the Contract Manager. This Agreement shall expire one year from the date of execution with an option to extend for two additional one (1) year terms at the option of the State. The parties may amend this agreement as permitted by law.

These services shall be provided on and on-call, as needed basis 24-hours a day, 7 days a week including holidays.

2. The project representatives and all inquiries during the term of this Agreement will be directed to:

Department of Transportation	Contractor: (To be determined)
Section/Unit:	Section/Unit:
Contract Manager: (To be announced)	Project Manager:
Address:	Address:
Bus. Phone No.:	Bus. Phone No.:
Fax No:	Fax No:

3. Detailed description of work to be performed and duties of all parties:

**I. MAINTENANCE AND REPAIR OF TRAFFIC OPERATIONS
SYSTEM NETWORK (TOSNET)**

A. Overview

Contractor shall provide on an on-call basis, all labor, equipment, materials and incidentals necessary for the maintenance of the communication infrastructure systems, network systems and associated equipment that comprise the Traffic Operations System Network (TOSNET). The maintenance will apply to voice, video and data communications equipment and all facilities used to connect field elements such as CCTV (closed circuit television), CMS (changeable message sign), RMS (ramp metering system), ESU (environmental sensing unit), HAR (highway advisory radio), TMS (traffic monitoring station) to the Transportation Management Center (TMC).

For a good overview of typical TOSNET element communications systems please reference the Caltrans Dec 2004 Transportation Management Systems Inventory report. This document is hereby incorporated by reference and made part of this agreement as if attached hereto. This document can be found on the Caltrans Intranet at

http://onramp.dot.ca.gov/hq/traffops/offelect/electrical/htdocs/TMC_Baseline_Inventory/2004_TMS_Inventory-Final.pdf

Or a copy may be obtained in Email PDF or CD format by contacting Steven Styduhar at Steve.Styduhar@dot.ca.gov.

The Contractor shall be responsible for testing and repairing the field communications systems and equipment previously mentioned as directed by the Contract Manager. In addition, the Contract Manager can authorize proactive maintenance on an hourly basis. The following examples include Caltrans equipment to be maintained but are not limited to:

- Type 170 and model 2070 controllers
- Analog and Digital modems
- Analog bridges
- Network routers
- Ethernet Switches and Hubs
- SONET add/drop mux

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- T1 Multiplexer, channel banks and Digital Cross-connects (DACS)
- Video/data mux and demux equipment
- Fiber optic Video and Data Transceivers
- 2-wire and 4-wire leased and switched lines
- Telco Analog and Digital Circuits such as POTS, Bell 3002, T1, DS0, Frame Relay, ISDN, DSL, Measured Business Lines (1MB), DS-n/OC-n, ATM
- Camera controllers units
- Video Matrix Switcher
- Wireless modems such as GPRS modems, 802.11 wireless Access Points/Bridges/Modems
- Video Encoders and Decoders

The number, mix, and configuration of the TOSNET equipment may change. Refer to Attachment 2, District TOSNET Communication Line Inventory for approximate current known TOSNET inventory.

The State Contract Manager will notify the Contractor of the necessary changes to ensure continued support and maintenance of TOSNET. However, the services required under this contract will remain the same, unless a mutually agreed upon amendment is executed.

B. Technical Tasks:

- 1) Refer to ATMS (Caltrans computer) performance data to aid in trouble shooting and isolating problems.
- 2) Fiber optic line testing using fiber tracer or visual fault locator, source & power meter, OTDR (Optical Time Domain Reflectometer), with proper equipment adapters for cable plant, launch cables/end cables, and connector cleaners. Using up to date test equipment to test and locate any deficiencies in fiber optic line and provide restoration or restoration plan if restoration work

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is outside of contract such as splicing is required. Also provide line analysis if requested.

- 3) Coordinating with Telco repair team to provide end to end testing of Telco Analog and digital circuits.
- 4) Reading Caltrans Engineering 'As-Built' and circuit drawings to determine location and types of circuit elements to test and repair.
- 5) Using a datascope to evaluate RS-232 data quality on modem lines
- 6) Using a Loop meter and Tone Generator to evaluate analog signal strength and line loss on 4 wire copper circuits
- 7) Using a T-1 BERT Tester to analyze signal quality to and from a D4 Channel bank
- 8) Trouble shooting, operating and programming Fiber Optic Sonet Ring Add/Drop Mux units.
- 9) Adjusting line amps and bridges used on multi-drop circuits to meet circuit line specifications
- 10) Evaluating CCTV Video signal strength and quality using Oscilloscope, Waveform monitor and/or Signal Generator
- 11) Wiring and re-wiring 334 cabinet communication equipment using State and Caltrans approved methods and procedures
- 12) During each field repair/maintenance action, perform inventory or audit of TOSNET elements and provide comprehensive report to Caltrans.

C. Caltrans District Point of Contact/District Designees

References to the Contract Manager in this Contract shall refer to the Contract Manager only, unless otherwise stated. A list of Contract Manager and his/her District Designee will be provided to the Contractor upon approval of the contract. This list is subject to change during the term of the contract and changes will be conveyed in writing.

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D. Staffing

Refer to Attachment 2 (District TOSNET Communication Line Inventory) for the estimated number of hours. Staffing may be modified (increased or decreased) as applicable to meet a particular workload need. The Contract Manager shall determine the number of staff required on any particular job.

E. Rates

For each classification, the Contractor Shall identify one rate. This rate shall include labor, all test equipment, cost of vehicles used by the contract staff (fuel, insurance, tolls, repair and maintenance of vehicle, travel time), as well as office and storage space, and supplies for Contractor's staff, and all other overhead costs.

All pay scales shall be in accordance with California Code of Regulations, Title 8, Chapter 8, Subchapter 3, Sections 16000 through 16414. See appropriate section for enforcement. If the contract covers multiple counties, the prevailing wage for this contract shall be the rate from the county with highest prevailing wage determination.

F. Classifications

All employees shall be Journeyman level. The use of apprentices shall not be allowed. The Contractor shall provide a Telecommunications Technician. The Telecommunications Technician reports to the Contractor's lead Telecommunications Technician and to the identified Contractor Manager point of contact.

Duties include preventive, corrective, and emergency maintenance as well as inventory, testing and verification of communication system.

G. Minimum Qualifications

- 1) Possession of a valid Class C driver's license
- 2) Possession of a valid Voice Data Video Technician certification issued by the California Department of Industrial Relations (DIR) (as defined by California Code of Regulations, Title 8, Chapter 2, Subchapter 4, Sections 290 through 295, and California Labor Code Section 3099) is required for both the Lead Technician and the Telecommunications Technician.

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This requirement will be waived until January 1, 2007 when this certification is required by DIR.

3) And (one of the following):

I. Completion of a recognized apprenticeship as a telecommunications technician.

Or

II. Four years of successful and varied experience in the repair, maintenance and installation of voice, data and video telecommunications equipment and devices

An Associate of Arts or Certificate of Electrical or Electronics Technology may be substituted for two years of the required experience.

Contractor to provide resumes of technicians upon request by the Contract Manager.

H. Knowledge Skills and Abilities

Contractor shall have knowledge of Theory of electricity and electronics; basic terminology, principles, methods, materials, tools and equipment used in the installation, maintenance and repair of electrical and electronic equipment, including solid-state circuits and transistors; safety precautions while working with electricity, including the National Electric Code, the Electrical Orders of the Division of Industrial Safety, and CAL/OSHA safety and health regulations.

Contractor shall have skills in installing, repairing and maintaining a wide variety of electrical and electronic devices.

Contractor shall have the ability to communicate at a level required for successful job performance; follow directions; work with hand tools; read electrical schematic drawings and construction blueprints; analyze situations and adopt effective courses of action. Contractor shall also have the ability to make rough sketches and draw diagrams, list material needs, complete work reports; work independently without close supervision, and establish and maintain effective, cooperative relations with those contacted in the work; act as a lead worker; instruct assistants; establish and maintain a safe work environment; order materials and equipment, and make daily work reports.

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I. Tools

As requested by the Contract Manager on an on-call basis, Contractor shall provide all labor, tools, equipment, material, and shoulder closures required to troubleshoot, repair and/or replace any damaged or non-functional TOSNET communications elements. The Contractor shall respond with a minimum of two (2) people to the work site, unless otherwise directed by the Contract Manager.

Shoulder closures shall be in accordance with the Caltrans Maintenance Manual, Volume 1 July 2006, Chapter 8, Section 8.2.1 for shoulder closures.

J. Hours

The Contractor shall provide services on an as-needed basis as requested by the Contract Manager. The Contractor will be on-call 24 hours a day, seven days a week. The Contractor shall designate a contact person and furnish a phone/pager number where the contact person can be reached 24 hours a day, 7 days per week.

K. Travel

Travel is reimbursed only if in excess of 50 miles from the closest district office to the job site or pre-approval by the Caltrans Contract Manager.

L. Miscellaneous

- 1) Contractor shall designate a project manager to serve as the Contractor's point of contact for billing and administrative issues, and a backup, to be responsible for the activities of all Contractor employees.
- 2) When more than one employee is assigned to work on this contract, the Contractor shall designate one employee as lead worker over the Contractor's crew. This lead worker will report to the Contract Manager and the Contractor's project manager. Any pay differential shall be accounted for in the overhead of the hourly labor rate.
- 3) Provide resumes for all staff to Caltrans for screening prior to work Provide résumés for all staff to Caltrans for screening prior to work commencement either at the start of the contract, or when a new employee is hired. Résumés shall be

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structured in such a manner to allow the State to readily ascertain if the staff meets the qualifications for the classification for which he/she is being proposed.

- 4) Contractor employees shall report to a designated Caltrans office or maintenance yard as directed by the Contract Manager to receive work direction.
- 5) Contractor shall request approval of expenditure of overtime (OT) hours from the district designee and approved by the Contract Manager. The Contractor shall only perform overtime work when the Contract Manager approves the overtime request.
- 6) Contractor shall provide safety training to all employee staff in compliance with Cal/OSHA and Caltrans Safety Manual, Chapter 8, and Code of Safe Operating Practices. Contractor shall provide a monthly report of the content and a list of all staff attended this safety training.
- 7) Contractor shall provide 24-hour dispatch services located in California.
- 8) Administration work such as preparing invoices or payments to other vendors shall be considered part of the overhead and shall not be billed directly on the invoices. The project manager's time and salary shall be considered part of the overhead and shall not be billed directly on the invoices.

M. Contractor Staff and Storage Location

- 1) The Contractor shall provide normal office working facilities and equipment necessary for the Contractor's performance under this Contract. Any special requirements (e.g., computer time, reprographic services, key data entry, etc.) shall also be provided by the Contractor. Contractor personnel (including any sub-Contractors) may be housed at any Contractor supplied location in the continental United States. The cost of this facility shall be included in the overhead assessment in the hourly labor rate.
- 2) Contractor shall provide a working facility for storage of TOSNET equipment and material. The cost of the facility shall be included in the overhead assessment in the hourly labor rate. The location shall be approved by the State after contract award, and prior to any relocation during the term of the contract.

N. Equipment and Tools

- 1) Contractor shall provide all vehicles, tools, test equipment, and personal protective equipment necessary to complete tasks in a timely manner that is

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equal or better than normal communication industry standards, and at the same time complying with Cal/OSHA, and Caltrans Safety Standards.

It shall be the Contractor's responsibility to provide an appropriate complement of tools and test equipment to avoid work stoppages.

- 2) The use of state property by the Contractor or its employees shall not be allowed, except on a case by case basis as approved by the Contract Manager. The Contract Manager's decision shall be final.
- 3) Contractor shall provide the following items as appropriate for each employee (including but not limited to):
 - Safety vest and hard hat, beacon, traffic cones (28"), eye protection, gloves, sand paper, black isolation tape, safety shoes/boots, ear protection
 - Cellular telephone, e-mail, business cards
 - Floppy disks, batteries, CD, note pads, paper/pen/folders (general office supplies)
 - Tool box and electrical/mechanical hand tool set
 - High profile vehicle (sport utility vehicle(SUV) or pickup truck with camper shell) fitted with portable safety flashing beacons. The vehicle shall be no more than five (5) years old at the start of the contract. Maintenance shall be current, and records shall be provided upon request. If the vehicle is a pickup truck, the camper shell shall be designed to fit on that specific model of pickup truck, and be lockable to protect equipment from damage or theft. This vehicle shall be able to access all locations on the State Highway System in bad weather.
 - Provide all test equipment necessary to complete the assigned tasks, as appropriate for each employee per the Contract Manager's direction. The use of this test equipment shall be contained the in hourly labor rate as defined above. The Contractor may not begin work unless the Contract Manager is satisfied that Contractor's employees are fully equipped to perform the tasks assigned. This list of equipment is as follows (including but not limited to):
 - Handheld Oscilloscope (Fluke series 190 or equivalent)
 - Color Video monitor (5 in. or larger, black and white not acceptable)
 - Bit error rate tester (Fluke 635-1 or equivalent)

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- Laptop computer with compact disc burners (must comply to Caltrans IT equipment standards in force at the start of the contract)
 - Tone generator and tracer (3320 Accutone Triplett, and 3245-K Fox and Hound Kit or equivalent)
 - Digital multi-meter (TPI 440 or equivalent)
 - Loop test set (Triplett Model 5 or equivalent)
 - Telephone handset (Harris TS-22A or equivalent)
 - Optical power meter or loss test set (Model OPM 4-4C or equivalent)
 - TDR devices for optical and copper systems
 - GPS devices (Garmin etrex or equivalent)
 - Digital camera (high resolution)
 - Vacuum cleaners (portable)
- 4) Contractor shall provide specialized tools and equipment on an as needed basis to perform a requested service, such as personnel lift. Authorization must be obtained from the Contract Manager prior to obtaining the equipment. Heavy equipment must be supplied with an operator with an appropriate license. The Contractor is responsible for payment to the vendor to obtain such equipment. Reimbursement for actual expenditures shall be added to the monthly invoice, and must include appropriate documentation, including a copy of the paid invoice.
- 5) Contractor shall maintain all tools, vehicles, and equipment. All tools must be in good working condition.
- 6) If the breakdown of a vehicle or piece of equipment delays the work in the field, the hours of delay cannot be billed to the State or included in the monthly invoice.
- 7) Contractor shall pay for repair of all tools used by Contractor employees whether State owned or Contractor owned.
- 8) Contractor shall calibrate tools and equipment in accordance to the manufacturer's specifications. Contractor's employees are not authorized to

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work until the test equipment is calibrated to meet the manufacturer's specifications. Maintenance and calibration records shall be kept on file and provided upon request.

O. Other

- 1) Contractor shall purchase TOSNET repair and replacement material (Such as Mux's, Demuxs, bridges, and any other communication equipment not mentioned here) and equipment for the State and will include them on the monthly invoice, as necessary, to the State for the actual cost for reimbursement. Contract Manager's approval is required for expenditures over \$100, either per item or per purchase.
- 2) Contractor shall provide monthly documentation to the Contract Manager for:
 - All preventative and corrective maintenance work performed by individual field element, by field element type and by date. (See Attachment 3 Work Authorization & Completion Form)
 - All inventory, verification, and inspection of ITS equipment
 - Provide a weekly 'Maintenance Activity Report', which tracks all districts' service requests, and associated corrective and preventative work performed by the Contractor, as well as all field system status.
 - Provide required documentation in electronic and hardcopy form.
 - Respond to all State e-mails and phone messages within 24 hours of being notified.
 - Provide parking spaces and toll expenses for all Contractor employees.
 - Conform to and follow all applicable occupational safety and health standards, rules, regulations and orders established by Caltrans and the State of California (including, but not limited to, Caltrans Maintenance Manual Chapter 8, Protection of Workers, Caltrans Code of Safe Operating Practices, and Cal-OSHA Regulations).
 - Follow Contract Manager's direction with respect to problem resolution.

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- Ensure that all employees are competent in maintaining and repairing different types of communication links prior to working on any State facility and maintain competency of its employees.
- 3) The Contractor shall ensure that the employees possess the necessary knowledge, skills, and abilities (KSAs) to perform the tasks assigned. The State shall not be responsible for any training other than what is described under "State Responsibilities". If at any time the State determines that an employee fails to meet the minimum qualifications, KSAs, or does not have the competency required for the tasks assigned, that employee is not eligible to work under this contract, and all hours of work performed by that employee are invalidated for the purposes of payment by the State. This does not relieve the Contractor from its responsibility to pay its employees for wages earned.
- 4) Contractor shall keep all training notes and manuals readily available for use by all Contractor employees and for training of new employees in the event of new hires.

P. State Responsibilities

The State's Contract Manager or its designee shall:

- Make work assignments for Contractor employees.
- Respond to all questions that may arise, such as the quality or acceptability of materials and work performed, and rate of work progress. The Contract Manager's decision shall be final and it shall have authority to enforce and make effective such decisions.
- Shut down the Contractor's operation if at any time the Contract Manager or designee determines the Contractor's operation to be a problem for environmental or safety reasons.
- Pay all invoices in accordance with applicable State policy. The Contract Manager will provide the address where all invoices are to be submitted.
- In a timely manner, approve the location of the office space and storage location secured by the Contractor for the purposes of this contract.

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- Provide the details of the TOSNET system to the Contractor including location and layout of field elements, communication hubs, and instruct the Contractor staff on the use of ATMS for maintenance purposes.
- Make available the necessary documentation and manuals for the telecommunication systems that comprises the District's TOSNET infrastructure.
- Provide training on the configuration of devices.

Q. Other Provisions

1) Inspection and Approval

All work is subject to monitoring and inspection. Upon completion of work, Contractor shall request a final inspection for acceptance and approval by Caltrans.

2) Cooperation

Should construction be under way by other forces or by other Contractors within or adjacent to the limits of the work specified or should work of any other nature be under way by other forces within or adjacent to those limits, the Contractor shall cooperate with all the other Contractors or other forces to the end that any delay or hindrance to their work will be avoided. The right is reserved to perform other or additional work at or near the site (including material sources) at any time, by the use of other forces.

When two or more Contractors are employed on related or adjacent work or obtain materials from the same material source, as provided in §6-2.02, "Possible Local Material Sources," or §6-2.03, "Mandatory Local Material Sources," per the Standard Specifications, July 2002, State of California, Department of Transportation. Each shall conduct their operations in such a manner as not to cause any unnecessary delay or hindrance to the other.

Contractor shall be responsible to the other for all damage to work, to persons or property caused to the other by their operations, and for loss caused the other due to unnecessary delays or failure to finish the work within the time specified for completion.

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3) Subcontracting

Subcontracting shall be allowed only with prior approval from the Contract Manager. The Contractor shall provide justification for contracting out. This will include an explanation of the nature of the work to be subcontracted and the reason that the Contractor's employees are not capable of performing the work. The Contractor shall not charge an hourly rate for subcontracted work in excess of the hourly rate agreed to for the Contractor's employees.

R. Definition of Terms

The following are definition of the terms that will be used in the course of this Contract:

ATMS Advanced Transportation Management System

BERT **Bit Error Rate Tester**

CCTV Closed Circuit Television

CDPD Cellular Digital Packet Data

CMS Changeable Message Sign

Corrective Maintenance

As opposed to preventive maintenance, this is the type of support service performed by the contractor on short lead-time unscheduled basis, at a time agreed by the contract manager or designee and the contractor

Emergency Service

Support services that occur during non-business hours. This includes after hours, weekends, and State holidays. Only corrective maintenance will be performed during emergency service hours

ESU Environmental Sensor Unit

GPRS General Packet Radio Service

HAR Highway Advisory Radio

ITS Intelligent Transportation Systems

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OTDR Optical Time Domain Reflectometer

Outage Time The time the service objective is not met

Preventive Maintenance

Type of support service performed on a scheduled basis on communications equipment according to manufacturer's recommended schedule or as requested by the contract manager, both of which is designed to keep the equipment in proper condition and prevent premature equipment failure

Repair Time The time interval between the arrivals of contractor's service personnel at the maintenance site to the time of restored operation

Response time The time interval between the times the Contract manager or his/her district designee requests contractor for service to the time contractor service personnel arrives on site of maintenance

RMS Ramp Metering Station

Standard Service

Support service that occurs during business hours of 7-8 a.m. to 4-5 p.m. (eight (8) working hours), Monday through Friday, excluding State holidays, as directed by the district designee

TMC Transportation Management Center

TMS Traffic Monitoring Station

Traffic Operations System Network (TOSNET)

The total State-owned communications system and/or network systems associated equipment, which is to operate as an integrated group

II. MAINTENANCE AND REPAIR OF SYNCHRONOUS OPTICAL NETWORK (SONET)

Contractor shall provide the following:

1. Provide Alcatel authorized on-site hardware maintenance services for SONET & Auxiliary equipment that include the following:
 - SONET Add/Drop Multiplexer - Alcatel Model 1603/12 SM
 - Digital Cross-connect System (DCS) – Alcatel Model 1630 CSX/CGSX DCS
 - Network Management System (NMS) – Alcatel Model 1353 GEM NMS
 - 1301 NMX workstations
 - VDT
 - ALCATEL printers
 - Miscellaneous routers, switches and other network equipment
 - Storage devices and peripheral equipment
 - Other miscellaneous equipment
2. Provide ALCATEL authorized software maintenance service (software patches and updates, and phone support) for SONET Network in the Center that include the following:
 - 1603/12 SM system software
 - 1630 CSX system software
 - 1353 GEM
 - 1301 NMX Explorer
 - HP Unix operating system (HP-UX)
 - Hummingbird
 - HP OpenView
 - Other network and diagnostic tools and software

Required Tasks

1. Contractor is responsible under this contract to maintain and repair the equipment listed in Attachment A of this Statement of Work.
2. Contractor shall travel to the customer site and provide all labor, parts and materials necessary to maintain hardware products in good operating condition. Contractor shall diagnose and correct product malfunctions and failures. All replacement parts shall be ALCATEL authorized and new or equivalent to new. All parts and materials will be reimbursed at cost and

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there will be no allowance for mark-up.

3. The contractor shall install appropriate engineering improvements on SONET systems to ensure maximum performance of equipment and software and maintain compatibility with ALCATEL authorized hardware replacement parts.
4. Once the contractor arrives at the customer site, the engineer shall continue service, uninterrupted, until the products are operational or as long as reasonable progress is being made. Work may be temporarily suspended if additional parts or resources are required, but shall resume when they become available.
5. Contractor shall provide all software support to include: over the telephone software assistance including operating system configuration/problem resolution, license of software updates, and upgrades of the operating system, and recommended patches, if applicable.
6. The contractor shall provide (within 10 business days) the latest revisions of software and reference manuals to the customer, as ALCATEL releases updates to covered software products. Media types shall include tape, disk, paper, electronic and CD-ROM.
7. Remote expert-level assistance shall be available for software questions and problems, for all ALCATEL software products listed in the attached inventory. Software support calls shall be unlimited and toll-free, 24 hours a day, 365 days a year.
8. Hardware calls may be submitted to the contractor's response center 24 hours a day, 365 days a year.
9. Contractor will provide escalation management, flexible call submittal processes, network support and single point of contact for support agreements, both hardware and software in nature.
10. Contractor will provide scheduled preventive maintenance based on the specific needs of the individual machines as determined by Caltrans TMC Support staff and relevant ALCATEL maintenance specifications. At a minimum, this will be once a year.
11. Contractor service requests will be promptly handled. Software service requests will require that a certified technician/engineer respond by telephone to Caltrans TMC Support staff within one business hour of the

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initial contact. If the problem is not resolved within one business hour of telephone consultation, Contractor will present a problem resolution strategy, which must be agreed upon by Caltrans TMC Support staff. Hardware maintenance support will consist of an on-site visit by the appropriate certified service engineer. This engineer will respond on-site within the contracted response time.

12. Contractor on-site visits must comply within the specified contracted response time from the initial contact. Once the engineer has arrived at the location, he will provide Caltrans TMC Support staff with an Estimated Time required to Repair the specific faulty device. All repairs of failed components must be done by ALCATEL certified service engineer for that particular equipment. If Contractor cannot repair the failed component, a replacement system of equal or higher performance must be provided by Contractor at no additional charge. All issues on equipment listed on Attachment A shall be resolved within 24 hours of the on-site arrival of Contractor's technician/engineer.
13. Contractor shall use new or equivalent to new ALCATEL certified parts when maintaining and repairing the listed TMC equipment.
14. Contractor's technician/engineer performing the on-site work must be able to present ALCATEL systems and peripherals certification prior to on-site commencement of work. The technician/engineer shall furnish the certification to Caltrans TMC Support staff when requested.

Equipment and Software List

All equipment and software that are covered under this contract are listed in Attachment A of this Statement of Work. The contractor shall provide a 4 hours response time maintenance service for equipment and software listed on Attachment.

Locations where SONET Network Maintenance needs to be performed

1. Traffic Management Center (TMC) located at 100 South Main St Los Angeles, CA 90012.
2. Los Angeles Regional Traffic Management Center (LARTMC) located at 2/134 Interchange.

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3. LAX Hub located at 105/405 Interchange.
4. North Hollywood Hub located at 101/134/170 Interchange.
5. East Los Angeles Hub located at 5/101/60 Interchange.
6. Norwalk Hub located at 5/605 Interchange.
7. San Gabriel Valley Hub located at 10/605 Interchange.

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BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the itemized invoice(s), the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto, **Attachment 1**, and made a part of this Agreement.
- B. The Contractor shall submit a certified copy of all payroll records for verification by the Department's Contract Manager and/or Designee with each invoice. Delinquent or inadequate certified payrolls or other required documents will result in the withholding of payment until such documents are submitted by the Contractor.
- C. Itemized invoices including a Work Authorization & Completion Form (Attachment 3) for each item shall include this Agreement Number and shall be signed and submitted in triplicate within 10 business days of the close of the month to:

Department of Transportation
Maintenance, Office of Radio Communications (ORC), MS 31
Attention: Ferdinand Milanese
1120 N Street
Sacramento, CA 95814

- D. The State will honor cash discounts and will make payment to the Contractor in accordance with the cash discount terms specified on the invoice, provided requirements of the Agreement have been met. Discount must be a minimum of one half of 1% of the amount due, but not less than \$25.00.
- E. Transportation and subsistence costs shall not exceed rates authorized to be paid non-represented State employees under current State Department of Personnel Administration rules.

2. Budget Contingency Clause

- A. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional or legislative appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the California State Legislature for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the

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State Legislature that may affect the provisions, terms or funding of this Agreement in any manner.

- C. It is mutually agreed that if the Congress or the State Legislature does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- D. The State has the option to void the Agreement under the 30-day termination clause or to amend the Agreement to reflect any reduction of funds.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. Cost Limitation

- A. Total amount of this Agreement shall not exceed (To be determined).
- B. It is understood and agreed that this total is an estimate and that the State will pay only for those services actually rendered as authorized by the Contract Manager or his/her designee.

5. Rates

Rates for these services may be found on Attachment 1 of this document.

6. Materials/Supplies

The Contractor will be reimbursed for the actual cost of materials/supplies purchased to be consumed or installed at the work site in performance of the Agreement (including applicable sales tax), without additional allowance for markup. Contractor costs associated with the purchase and installation of materials/supplies are considered as a component of the Contractor's hourly rate for services that include wages, overhead, general and administrative expenses and profit. Cost of materials/supplies are to be substantiated by a copy of the appropriately signed invoice verifying the actual cost and delivery of the replaced components to the Department.

7. Excise Tax

The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

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8. Inclusive Costs

- A. The cost of employer payments to or on behalf of employees, subsistence, travel, compensation insurance premiums, unemployment contributions, social security taxes, Agreement bond premiums, and any other taxes or assessments INCLUDING SALES AND USE TAXES required by law or otherwise shall be included in the Agreement rates and no additional allowance will be made thereof, unless separate payment provision should specifically so provide.
- B. Contractors shall make travel and subsistence payments to each worker in compliance with Labor Code sections 1773.1 and 1773.9. Travel and subsistence requirements are available on the Department of Industrial Relations website at <http://www.dir.ca.gov/DLSR/PWD/>.

9. Payroll Records

- A. The Contractor and each Subcontractor shall comply with the following provisions. The Contractor shall be responsible for compliance by his/her subcontractors.
 - 1.) Each Contractor and Subcontractor shall keep accurate payroll records and supporting documents as mandated by Section 1776 of the California Labor Code and as defined in Section 16000 of Title 8 of the California Code of Regulations, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor or Subcontractor in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
 - a.) The information contained in the payroll record is true and correct.
 - b.) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.
 - 2.) The payroll records enumerated under paragraph (1) above shall be certified as correct by the contractor under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by the Department's representatives at all reasonable hours at the principal office of the Contractor. The contractor shall provide copies of certified payrolls or permit inspection of its records as follows:
 - a.) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
 - b.) A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a

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representative of the Department, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to the Department, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the Contractor.

- c.) The public shall not be given access to certified payroll records by the Contractor. The Contractor is required to forward any requests for certified payrolls to the Contract Manager by both facsimile and regular mail on the business day following receipt of the request.
- 3.) Each Contractor shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) days after receipt of a written request.
- 4.) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the Department shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address and social security number. The name and address of the Contractor awarded the Agreement or performing the Agreement shall not be marked or obliterated.
- 5.) The Contractor shall inform the Department of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.
- 6.) The Contractor or Subcontractor shall have ten (10) days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the Contractor or Subcontractor fails to comply within the ten-day period, he or she shall, as a penalty to the Department, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by the Department from payments then due. A Contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.
- B. The penalties specified in paragraph 6 above for noncompliance with the provisions of said Section 1776 will be deducted from any monies due or which may become due to the Contractor. Penalties assessed for failure to submit certified payrolls are forfeitures and not retentions that will be returned to the Contractor.
- C. Payrolls shall contain the full name, address and social security number of each employee, the correct work classification (including apprentices, if applicable), rate of pay, daily and weekly number of hours worked, itemized deductions made and actual wages paid. The employee's address and social security number need only appear on the first payroll on which his name appears. The payroll shall be

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accompanied by a "Statement of Compliance" signed by the employer or employer's agent indicating that the payrolls are correct and complete and that the wage rates contained therein are not less than those required by the Agreement. The "Statement of Compliance" shall be on forms furnished by the Department or on any form with identical wording. Any payroll that does not include the required "Statement of Compliance" will be deemed inadequate and unacceptable. The Contractor shall be responsible for the submission of copies of payrolls of all subcontractors.

- D. The Contractor and each Subcontractor shall preserve their payroll records for a period of three (3) years from the date of completion of the Agreement.
- E. The Contractor shall submit a certified copy of all payroll records for verification by the Department's Contract Manager and/or Designee with each invoice. When progress payments are called for, the Contractor shall submit a certified copy of all payroll records for verification for the work completed to date with each invoice. Delinquent or inadequate certified payrolls or other required documents will result in the withholding of payment until such documents are submitted by the Contractor.
- F. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this clause.

10. Penalty

- A. The Contractor and any Subcontractor under the Contractor shall comply with Labor Code Sections 1774 and 1775. In accordance with said Section 1775, the Contractor shall forfeit, as a penalty to the Department, not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates for such work or craft in which such worker is employed for any public work done under the contract by him or her, or by any subcontractor under him/her, in violation of the provisions of the Labor Code and, in particular, Labor Code Sections 1775 to 1780, inclusively.
- B. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the Contractor or Subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor or Subcontractor in meeting his or her prevailing wage obligations, or a Contractor's willful failure to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Contractor or Subcontractor had knowledge of the obligations under the Labor Code. Any Contractor that executes and receives a copy of this Agreement is deemed to have knowledge of his or her obligations regarding the Labor Code's prevailing wage requirements. In addition to the penalty and pursuant to Labor Code Section 1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day, or

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portion thereof, for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor or Subcontractor.

- C. If a worker employed by a Subcontractor on a public works project is not paid the general prevailing per diem wages by the Subcontractor, the prime Contractor of the project is not liable for any penalties described above unless the prime Contractor had knowledge of that failure of the Subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime Contractor fails to comply with all of the following requirements:
- 1.) The Agreement executed between the Contractor and the Subcontractor for the performance of work on the public works project shall include a copy of the provisions of Sections 1771, 1775, 1775.5, 1776, 1813 and 1815 of the Labor Code.
 - 2.) The Contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the Subcontractor to the employees by periodic review of the certified payroll records of the subcontractor.
 - 3.) Upon becoming aware of the failure of the Subcontractor to pay his or her workers the specific prevailing rate of wage, the Contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited, to retaining sufficient funds due the Subcontractor for work performed on the public works project.
 - 4.) Prior to making final payment to the Subcontractor for work performed on the public works project, the Contractor shall obtain an affidavit signed under penalty of perjury for the Subcontractor that the Subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Section 1813.
- D. Pursuant to Section 1775 of the Labor Code, the Department shall notify the Contractor on a public works project within 15 days of receipt of a complaint that a Subcontractor has failed to pay workers the general prevailing rate of per diem wages.
- E. If the Department determines that employees of a Subcontractor were not paid the general prevailing rate of per diem wages and if the Department did not retain sufficient money under the contract to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the Contractor shall withhold an amount of moneys due the Subcontractor sufficient to pay those employees the general prevailing rate of per diem wages if requested by the Department.
- F. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this clause.

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11. State General Prevailing Wage Rates

- A. The Contractor agrees to comply with all of the applicable provisions of the Labor Code including, those provisions requiring the payment of not less than the general prevailing rate of wages. The Contractor further agrees to the penalties and forfeitures provided in said Code in the event a violation of any of the provisions occurs in the execution of this Agreement.
- B. Pursuant to Section 1771.5 of the Labor Code, not less than the general prevailing wage rate of per diem wages and the general prevailing rate of per diem wages for holiday and overtime work for work of a similar character in the county in which the work is to be performed shall be paid to all workers employed on this Agreement, if this Agreement is for:
 - 1.) More than \$25,000 for public works construction or,
 - 2.) More than \$15,000 for the alteration, demolition, installation, repair, or maintenance of public works.
- C. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this clause.

12. State Prevailing Wage Rate Determinations

- A. The General Prevailing Wage Rate Determinations applicable to the project are available and on file with the Department's Regional/District Labor Compliance Office. These wage rate determinations are made a specific part of this contract by reference pursuant to Labor Code Section 1773.2. Any special wage rate determinations applicable to this project are attached.
- B. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations Internet site at:
<http://www.dir.ca.gov/>
- C. After award of the Agreement, and prior to commencing work, all applicable General Prevailing Wage Rate Determinations are to be obtained by the Contractor from the Department's District/Regional Labor Compliance Officer. These wage rate determinations are to be posted by the Contractor at the job site in accordance with Section 1773.2 of the California Labor Code.
- D. Questions pertaining to predetermined wage rates should be directed to the Department's Regional or District Labor Compliance Office. A list of local Labor Compliance Offices is attached (See Attachment 4).

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13. Hours of Labor

- A. Eight (8) hours labor constitutes a legal day's work. The Contractor shall forfeit, as a penalty to the State of California, twenty-five dollars (\$25.00) for each worker employed in the execution of the Agreement by the Contractor or any Subcontractor under the Contractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of the Labor Code, and in particular Sections 1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half times the basic rate of pay, as provided in Section 1815.
- B. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this clause.

14. Employment of Apprentices

- A. Where either the prime contract or the subcontract exceeds \$30,000, the Contractor and any subcontractors under him or her shall comply with all applicable requirements of Labor Code sections 1777.5, 1777.6 and 1777.7 in the employment of apprentices.
- B. Contractors and subcontractors are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, Contractors and subcontractors are advised to contact the State Division of Apprenticeship Standards, P. O. Box 420603, San Francisco, California 94142-0603, or one of its branch offices, for additional information regarding the employment of apprentices and for the specific journey-to-apprentice ratios for the contract work. The prime Contractor is responsible for all subcontractors' compliance with these requirements Penalties are specified in Labor Code Section 1777.7.
- C. Any subcontract entered into as a result of this contract shall contain all of the provisions of this article.

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SPECIAL TERMS AND CONDITIONS

1. Settlement of Disputes

- A. Any dispute concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be decided by the Department's Contract Officer, who may consider any written or verbal evidence submitted by the Contractor. The decision of the Contract Officer, issued in writing, shall be conclusive and binding on both parties to the Agreement on all questions of fact considered and determined by the Contract Officer.
- B. Neither the pendency of a dispute nor its consideration by the Contract Officer will excuse the Contractor from full and timely performance in accordance with the terms of the Agreement.

2. Subcontractors

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.
- B. The Contractor shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the State's Contract Manager.
- C. Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.
- D. Any substitution of subcontractors must be approved in writing by the State's Contract Manager in advance of assigning work to a substitute subcontractor.

3. Termination

- A. The Department of Transportation reserves the right to terminate this Agreement without cause upon thirty (30) days written notice to the Contractor or immediately in the event of material breach by the Contractor.
- B. In the event that the total contract amount is expended prior to the expiration date, the State may, at its discretion, terminate this contract with 30 days notice to Contractor.

EXHIBIT D
Standard Agreement

4. Retention of Records/Audits

- A. For the purpose of determining compliance with Public Contract Code Section 10115, et. seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et. seq., when applicable, and other matters connected with the performance of the Agreement pursuant to Government Code Section 8546.7, the Contractor, subcontractors and the State shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from the date of final payment under the Agreement. The State, the State Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the Contractor that are pertinent to the Agreement for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.
- B. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this article.

5. Default

If, after award and execution of the Agreement, the Contractor defaults, the Agreement may be terminated for non-satisfactory performance. Should he/she default on the Agreement, he/she may be liable to the State for damages including the difference between their original bid price and the actual cost of performing their work by another Contractor.

6. Non-Solicitation

The Contractor warrants, by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained or contracted by the Contractor for the purpose of securing business. For breach or violation of this warranty, the state shall have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

EXHIBIT D
Standard Agreement

7. Disabled Veterans Business Enterprise (DVBE) Participation (Without Goals)

The State has established no goals for the participation of DVBE for this contract. However, the Contractor shall be fully informed respecting the California Public Contract Code Section 10115 et seq., which is incorporated by reference. Contractor is urged to obtain DVBE subcontractor participation should clearly defined portions of the work become available.

8. Contractor's Priority Hiring Considerations

The Contractor shall give priority consideration in filling vacancies in positions funded by this Agreement to qualified recipients of aid under Chapter 2 commencing with Section 11200 of the Welfare and Institutions Code, in accordance with Article 3.9 commencing with Section 11349 of the Welfare and Institutions Code.

9. Laws to be Observed

The Contractor shall keep fully informed of all existing and future state and federal laws and county, and municipal ordinances and regulations which in any manner affect those engaged or employed in the work, the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Contractor shall at all times observe and comply with, and shall cause all agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders, and decrees of bodies or tribunals having any jurisdiction or authority over the work. The Contractor shall protect and indemnify the State of California and all officers and employees thereof connected with the work against any claim, injury, or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the Contractor, a subcontractor, or an employee. If any discrepancy or inconsistency is discovered in the plans, drawings, specification, or Agreement for the work in relation to any such law, ordinance, regulation, order, or decree, the Contractor shall immediately report the same to the Contract Manager in writing.

10. Specific Statutory Reference

Any reference to certain statutes in this Agreement shall not relieve the Contractor from the responsibility of complying with all other statutes applicable to the service, work, or rental to be furnished thereunder.

11. Equipment Indemnification

- A. The Contractor shall indemnify the state against all loss and damage to the Contractor's property or equipment during its use under this Agreement and shall at

EXHIBIT D
Standard Agreement

the Contractor's own expense maintain such fire, theft, liability or other insurance as deemed necessary for this protection. The Contractor assumes all responsibility which may be imposed by law for property damage or personal injuries caused by defective equipment furnished under this Agreement or by operations of the Contractor or the Contractor's employees under this Agreement.

- B. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this article.

EXHIBIT E
Standard Agreement

ADDITIONAL PROVISIONS

1. Liability Insurance Provisions

- A. Contractor is responsible for any deductible or self-insured retention contained within the insurance program.
- B. The Insurance policy shall contain a provision that states that coverage will not be cancelled without 30 days prior written notice to the State.
- C. Coverage must be in force for the complete term of this Agreement. If insurance expires during the term of this Agreement, a new certificate must be received by the State at least ten (10) days prior to the expiration of this insurance. This new insurance must still meet the terms of this Agreement.
- D. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event, subject to the provisions of the Agreement.
- E. Any insurance required to be carried shall be primary, and not excess, to any other insurance carried by the State.
- F. The State will not be responsible for any premiums or assessments on the policy.

1. Commercial General Liability

- a.) Contractor shall maintain general liability with limits of not less than **\$1,000,000** per occurrence for bodily injury and property damage liability combined. The policy shall include coverage for liabilities arising out of premises, operations, independent Contractors, products and completed operations, personal and advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability.
- b.) The State of California, its officers, agents, employees, and servants shall be included as additional insured, but only with respect to work performed for the State of California under this Agreement. The insurance carrier should provide an endorsement for the additional insured statement.

2. Automobile Liability

- a.) Contractor shall maintain motor vehicle liability with limits of not less than **\$1,000,000** per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles. (Auto Liability coverage is needed only if a vehicle is used in the Scope of Work stated in the Agreement.)

EXHIBIT E
Standard Agreement

b.) The State of California, its officers, agents, employees, and servants shall be included as additional insured, but only with respect to work performed for the State of California under this Agreement. The insurance carrier should provide an endorsement for the additional insured statement.

3. **Workers' Compensation/Employer's Liability**

Contractor shall maintain statutory workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Agreement, including special coverage extensions where applicable. Employer's liability limits of **\$1,000,000** shall be required.

2. Force Majeure

Except for defaults of subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include but shall not be limited to acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, or governmental statutes or regulations superimposed after the fact. If a delay or failure in performance by the Contractor arises out of a default of its subcontractor, and if such default of its subcontractor, arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

Attachment 2 TOSNET Communication Line Inventory

District 7

Communication Type	Description	Estimated Quantity
Fiber Optics	Miles	300
Non-Leased		
Microwave	Drop	0
Twisted Pair	Drop	1624
Leased		
Analog 3002	Drop	1155
A.D.N.	circuit	0
T1	circuit	8
ISDN	circuit	8
POTS	circuit	40
CDPD	site	4
GPRS	site	0
Satellite	Drop	0
DSL	Drop	0
Frame Relay	circuit	1
DS3- ATM	circuit	0

Attachment 3 Work Authorization & Completion Form

This section to be completed by Caltrans Contract Manager

Authorizing Authority: _____
Print Name

District: _____

Address

Date Service Ordered: _____

City, State Zip Code

Requested Completion Date: _____

Phone Number

Location of Work Site: _____

Known Problem: _____

Requested Service: _____

Specialized Tools or Vehicles Required: _____

Known Site Technical Information (i.e. circuit ID, element ID, etc): _____

This section to be completed by Contractor

Technician Name

On Site Arrival Time: _____

Departure Time: _____

Date and Time of

Completion: _____

Type of Service: _____

Billable Vehicle Used: _____

Billable Materials Used: _____

Work Performed: _____

Status of Repair (i.e.
completed, awaiting
material, etc): _____

If not completed, estimated
date of completion: _____

Recommended Action (long term solution): _____

Type of Comm Equipment at Work Site (include serial #, model # and circuit ID): _____

The information contained on this form is certified to be true and accurate to the best of my knowledge.

Technician Signature

CCM Signature

Distribution:

White - Vendor

Blue - Caltrans Contract Manager (CCM)

Yellow - Pending Order CMC

SONET	EQUIPMENT LIST
<u>Table I</u>	
<u>1353 GEM</u>	
Part Number	Description
1353GEM EMS Software	
3EM07505ADAA	1353GEM EML Kernel R2.2
1353GEM Element Management Applications	
3EM07511AEAA	1353GEM LEMADXC (LEMA for DXCs) R2.0.01
3EM07514ADAA	1353GEM LEMASNT (LEMA for SONET ADMs/DWDM) R2.0
1301 Application Server Components	
3EM04109ABAB	1301 NM Explorer R02.01.00, CD-ROM
3EM03555ABAB	1301NM APP 1603 SM R09.01 CD
3AL02590ACAA	1301NM OTG 1603 SM R09.00
Third Party Software	
3EM11385AAAA	1353GEM Ilog Views UNIX R01.00.00
3EM13617AAAA	LEMA SNT APP server software- MC NT Citrix Software for GEM R2
Hardware	
3EM13523AAAA	HP RP 2430 Sever
3EM13532AAAA	ProLiant DL380 G3
3EM13533ABAA	LEMA GRAPHICS RACK
<u>Table II</u>	
<u>1603 SM</u>	
Part Number	Description
1603 SM Hardware	
3AL02345AA	Hardware Mounting Kit
3AL02351AA	Frame Harness Kit, 7/8", w/o PDU
625636-000-001	BFL 301 Heat Baffle
625052-000-008	FAN 108 w/ filter (600044-641-001)
625640-000-001	SP101-1603/12 SHELF ASSY
Common Modules	
3AL00124AB	CLK 202 Clock Unit

3AL00262AB	VSCC 302 Software Programmable OC12 Xconn
3AL00378AE	NEP 602 Network Processor w/ 10BaseT/2 LAN
3AL00380AG	COA 607 Craft, OW & Alm w/ dual exp mem
600308-393-001	Power Supply, 1603/12
Optical Modules	
3AL00238AC	HIF 905/901/603 High Speed OC12 IR 1310nm FC/PC
DS1 Drop Modules (84 DS1s)	
600394-700-001	DS-1 Wire Wrap Conn Kit
3AL00296AA	DMI 301 Async DS1 Drop Module w/ PM
3AL00294AA	VTG 301 Async DS1 Interface w/ PM
Software	
3EM03553ADAC	ATM12 9.3 Linear/Ring Network Software CD ROM
Documentation	
3AL03018AAAA	1603 SM Electronic Document Library CDROM R9
<u>Table III</u>	
<u>1630 CSX/CGSX</u>	
Part Number	Description
622-8936-001	Level Translator, LT1 (ES-29A-1)
3AL45416AA	Central Processing Unit, CPU060 (CPU101)
622-9861-001	Serial I/O (ES-27H-1)
622-8935-002	Communication Interface Module (CIM) (ES-27E-2)
3AL45203AA	Intelligent Communication Module (ICM) (ES-27M-1)
644-0171-001	Power Supply, 12V (ES-16G-1)
822-0251-002	Power Supply, 5V
822-0251-002	Power Supply, 48V (ES-16C-2)
644-0138-007	9 Gb Hard Drive Assembly
644-0139-006	640 Mb Optical Drive Assembly
695-7392-002	Blower Assy (APM Sh)
3AL11028AA	Master Clock Unit (CMU101)
3AL11060AA/3AL11018AB	TSI301, CSX (TSI301)/TSI 102
622-9675-003	Interface Processing Unit (IPU) (ES-37E-3)
3AL11042AC/3AL11042AA	Transceiver, 256 Port w/oFFP XCV202/XCV201
3AL11010AA	DS1 Interface, (DSI 101)
622-8871-001	DS1 Switch (ES-40C-1)
622-8989-001	DS1 Prot Switch (ES-30C-1)
3AL11036AB	Subrate Service Unit (SSU 101)
	VT520 Terminal

<u>Table IV</u>	
<u>ROUTERS</u>	
Part Number	Description
CISCO MODEL 3600/2600	
2CT1-CSU	T1 Interface card
WIC-IDSU-T1	T1 Interface card
2E-2W	Ethernet Interface Card
Netopia R5300	Frame Relay Router